

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Ruder Finn Inc 301 East 57th Street NewYork, NY 10022	2. Registration No. 05120
--	----------------------------------

3. Name of foreign principal Embraer - Empresa Brasileira de Aeronautica S.A.	4. Principal address of foreign principal Caixa Postal 343 CEP 12226Sao Jose dos Campos Sao Paulo Brasil
--	---

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

011844

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

97 FEB 23 1412:49
CRM/ISS/FEDERATION UNIT

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Manufacturer of airplanes .

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page may be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Private corporation owned by shareholders


Date of Exhibit A	Name and Title	Signature
February 20, 1997	Anne F. Glauber, SVP	

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1005-0007
Approval Expires Nov. 30, 1993

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Ruder Finn	Empresa Brasileira de Aeronautica

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.


Developing/working on communications program in the US and Europe to increase recognition for the company and to support the sales of the EMB145 jet.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Produced presskit
Ongoing announcements through news releases
Produced two videos
Held two press conferences
Developed communications for the Farnborough Air Show
Assisted on demo tour for the 145 jet in Europe.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
February 20, 1997	Anne F. Glauber, SVP	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**Ruder•Finn•Stoga
461 Fifth Avenue
New York, New York 10017**

May 1, 1996

Sam Hill
President and CEO
Embraer Aircraft Corporation
276 S.W. 34th Street
Ft. Lauderdale, Florida 33315

Dear Sam:

This letter confirms the agreement (the "Agreement") between Ruder•Finn•Stoga, L.L.C. ("R•F•S") and Embraer Aircraft Corporation ("Embraer") as follows:

1. Embraer hereby engages R•F•S to provide communications counsel and services to Embraer and its designees, which may include Embraer, subsidiaries, agents and employees. The initial work program of this engagement is summarized as Exhibit A to this Agreement.
2. As compensation for the services to be provided by R•F•S, Embraer agrees to pay a retainer (the "Retainer") of \$19,000 per month, payable upon receipt of invoice, for the duration of the term ("Term") of the Agreement.
3. Embraer shall pay or reimburse to R•F•S all reasonable out-of-pocket expenses ("Expenses") incurred during the Term of this Agreement by R•F•S in conjunction with the services provided hereunder.
4. Embraer shall pay or reimburse to R•F•S all out-of-pocket disbursements ("Disbursements") for production work such as press kits, releases and mailings, photos, artwork, printing, etc., provided that Embraer has previously authorized in writing such work. Production work will be billed at a 20% mark-up. In the event that Embraer questions the validity of a particular charge, payment for only that portion under question may be delayed, pending resolution, provided Embraer expresses its objection in writing within thirty (30) days of the date of the invoice.

STFD 21 JUN 1996
CONFIDENTIAL

5. The Retainer shall be billed on the last day of each month during the Term of this Agreement. Expenses and disbursements shall also be billed on the last day of each month. All payments due R•F•S shall be made in U.S. dollars.
6. The Term shall commence on May 1, 1996 and shall end on December 31, 1996. R•F•S and Embraer each reserves the right to terminate this Agreement at any time by providing a thirty (30) day prior written notice. The Term of this Agreement may be extended provided that the parties agree in writing on the terms and conditions for the eventual extended period.
7. R•F•S shall be deemed to be and shall be an independent contractor and as such, shall not be entitled to any benefits applicable to the employees of Embraer. This Agreement does not create any actual or apparent agency, partnership, joint-venture or relation of employee and employer between R•F•S and Embraer.
8. R•F•S does not have authority or power to contract on behalf of Embraer in any manner without Embraer's prior written consent.
9. Neither R•F•S nor any of its members, officers, controlling persons, employees, agents or affiliates or any members or alternative members of its management committee shall have any liability to Embraer with respect to, or arising out of, any of the services provided by R•F•S hereunder, other than as a result of the willful misconduct or gross negligence of R•F•S. Provided that R•F•S has acted in accordance with Embraer's prior approvals and/or instructions Embraer hereby agrees to indemnify and hold harmless R•F•S and all of its members, officers, controlling persons, employees, agents and affiliates and any members or alternative members of its management committee (each an "Indemnified Party") against any and all losses, claims, damages, liabilities and expenses (including attorney fees and expenses reasonably incurred in connection therewith and amounts paid in settlement of any claim), which any Indemnified Party may incur or become subject to arising out of, or based upon, services rendered pursuant to this Agreement. R•F•S agrees to furnish prompt written notice to Embraer of any claim, suit or proceeding which might entitle an Indemnified Party to indemnification hereunder, provided that the failure of R•F•S to provide such notice shall not affect the rights of any Indemnified Party hereunder. In the case of occurrence of any such claim, suit or proceeding Embraer will assume the defense through counsel of its own choosing as well as the fees and disbursements of such counsel. Whenever requested by Embraer or by Embraer's counsel R•F•S and/or any of the Indemnified Party shall be ready to provide, in relation to any claim, suit or proceeding under defense, full and complete cooperation, support and assistance as required by Embraer and/or its counsel.

10. R•F•S hereby agrees to maintain the confidential nature of Embraer's Confidential Information (as defined below) to the same extent that it maintains the confidential nature of its own confidential information and to use reasonable efforts to cause its employees, officers and directors to maintain the confidential nature of Embraer's Confidential Information to the same such extent. R•F•S also agrees to use Embraer's Confidential Information only for the purpose of rendering services to Embraer pursuant to this Agreement. Upon learning of any unauthorized disclosure or use of Embraer's Confidential Information R•F•S agrees promptly to take all steps reasonably necessary to limit any such disclosure or use, although such action shall not prevent R•F•S to be held liable to Embraer for any damage or loss caused to Embraer as a result of such unauthorized disclosure. R•F•S shall promptly return all materials containing Embraer's Confidential Information upon request of Embraer.

For purposes of this Agreement, the term "Confidential Information" means information that the Client discloses to R•F•S and is marked as "confidential". Confidential Information disclosed in electronic media must display a confidentiality notice when the information is printed or displayed or must be delivered to the receiving party under cover of a letter or other writing explicitly stating that such information is confidential for purposes of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that (i) is public and widely known on a non-confidential basis (without disclosure by R•F•S), or (ii) is lawfully obtained by R•F•S without restriction on disclosure. If R•F•S is legally required to disclose any Confidential Information, it may do so without liability if it endeavors first to notify Embraer so that Embraer may seek a protective order.

11. Notwithstanding anything to the contrary set forth in this Agreement, R•F•S shall be under no obligation to provide any service to Embraer if such service would violate any applicable law or governmental rule, regulation or order.
12. The provisions of paragraphs 9,10 and this paragraph 12, shall survive the termination of this Agreement.
13. All notices hereunder shall be delivered as follows:
- (a) if to R•F•S, to:
Ruder•Finn•Stoga, LLC
461 Fifth Avenue
New York, New York 10017
Attention: Alan J. Stoga

(b) if to Embraer, to:
Embraer Aircraft Corporation
276 S.W. 34th Street
Ft. Lauderdale, Florida 33315
Attention: Sam Hill

14. Neither R•F•S nor Embraer shall assign this Agreement or any part thereof without the other party's prior written consent, and any assignment without such consent shall be deemed null and void.
15. This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York. The parties agree that any legal proceeding relating to this Agreement must be instituted in the State or Federal Court in the City of New York, State of New York.

If the foregoing correctly sets forth the agreement between Embraer and R•F•S, please sign below and return one copy of this document to me.

RUDER•FINN•STOGA, L.L.C.

BY: Alan J. Stoga
Alan J. Stoga
President

AGREED AND ACCEPTED:

Embraer Aircraft Corporation

BY: Sam Hill

DATE: 5/28/96

**Exhibit A: Agreed Work Plan
May 1 - December 31, 1996**

1. Communication counseling, administration and management
2. Communications audit and message development
3. Corporate communications
 - Support development of corporate brochure
 - Develop press kit
 - Develop international media list
4. Leadership communications
 - Develop and maintain key public messages for top management
 - Position top management with non-Brazilian journalists and media in key markets
5. Product communications
 - Coordinate with Keeton & Rich
6. Develop crisis communications plan